

Denise M. Hulett (No. 121553)
MEXICAN AMERICAN LEGAL DEFENSE AND EDUCATIONAL FUND
931 Cole Street, No. 381
San Francisco, CA 94117
Telephone: (415) 504-6901
Facsimile: (415) 504-8901 (fax)

Robert E. Borton (No. 53191)
Cal G. Gonzales (No. 166540)
HELLER EHRMAN WHITE & McAULIFFE LLP
333 Bush Street
San Francisco, CA 94104-2878
Telephone: (415) 772-6000
Facsimile: (415) 772-6268

Christopher Ho, Senior Staff Attorney (No. 129845)
THE LEGAL AID SOCIETY – EMPLOYMENT LAW CENTER
1663 Mission Street, Suite 400
San Francisco, California 94103-2449
Telephone: (415) 864-8848 [x255]
Facsimile: (415) 864-8199

Lisa Duarte (No. 169750)
MINAMI, LEW & TAMAKI LLP
360 Post Street, 8th Floor
San Francisco, CA 94108
Telephone: (415) 788-9000
Facsimile: (415) 398-3887
Email: ld@mlts.com

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MICHAEL BRIONEZ, PEGGY
HERNANDEZ, MARIA HERNANDEZ,
ALAN GALLEGOS, REGIONAL HISPANIC
WORKING GROUP,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF
AGRICULTURE, ANN VENEMAN, IN HER
OFFICIAL CAPACITY, PACIFIC
SOUTHWEST REGION OF THE FOREST

No.

CLASS ACTION

[PROPOSED] FIRST AMENDED
COMPLAINT FOR VIOLATION OF
TITLE VII OF THE CIVIL RIGHTS ACT
OF 1964, 42 U.S.C. §§2000e *et seq.*

SERVICE OF THE U.S. DEPARTMENT OF
AGRICULTURE ("REGION 5"),

Defendants.

INTRODUCTION

1. This is an action brought pursuant to Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. §§ 2000e *et seq.* ("Title VII"), to obtain relief for plaintiffs MICHAEL BRIONEZ, PEGGY HERNANDEZ, MARIA HERNANDEZ, ALAN GALLEGOS, organizational plaintiff REGIONAL HISPANIC WORKING GROUP ("RHWG"), and the class of all persons similarly situated.

2. This action is brought by plaintiffs to secure redress for violations by all defendants of plaintiffs' civil right to be free from employment discrimination because of their national origin.

3. Plaintiffs allege that the hiring and promotion practices of Defendant PACIFIC SOUTHWEST REGION OF THE FOREST SERVICE OF THE U.S. DEPARTMENT OF AGRICULTURE ("REGION 5"), which is coextensive with the State of California, and of the other named Defendants, unlawfully discriminate against class members in violation of Title VII.

4. Notwithstanding Defendant REGION 5's March 30, 1990 EEOC administrative agreement (known as the "Hispanic Resolution Agreement", or "Agreement") with plaintiffs to rectify systemic employment discrimination against Hispanics, Hispanics continue to be severely underrepresented in REGION 5's current workforce, as compared to their representation in the applicable California civilian labor force.

5. Plaintiffs further allege that Defendants have engaged in discriminatory harassment and retaliation against class members, including retaliation for class members' participation in the RHWG and other civil rights activities.

6. This action seeks injunctive, monetary and declaratory relief.

JURISDICTION

1 12. Plaintiff ALAN GALLEGOS is a Hispanic employee of Defendant REGION 5, a
2 current member of the executive board of Plaintiff RHWG, and a signatory to the Agreement.

3 13. Organizational Plaintiff REGIONAL HISPANIC WORKING GROUP
4 (“RHWG”) is an association comprised of Hispanic employees of Defendant REGION 5.
5 RHWG was formed for the purposes of promoting the civil rights of Hispanics in REGION 5,
6 promoting equal employment opportunity and career development for Hispanic employees, and
7 protecting Hispanic employees against retaliation and harassment.

8 14. Defendant PACIFIC SOUTHWEST REGION OF THE FOREST SERVICE OF
9 THE UNITED STATES DEPARTMENT OF AGRICULTURE (“REGION 5”), which is
10 geographically coextensive with the State of California, is a unit of Defendant UNITED
11 STATES FOREST SERVICE.

12 15. Defendant UNITED STATES DEPARTMENT OF AGRICULTURE is a
13 department of the executive branch of the Government of the United States of America.

14 16. Defendant ANN VENEMAN, sued in her official capacity, is the Secretary of
15 Defendant UNITED STATES DEPARTMENT OF AGRICULTURE.

16 17. Plaintiffs are informed and believe and thereon allege that all Defendants
17 controlled, influenced, permitted, acquiesced in, or otherwise ratified the wrongful actions of
18 Defendant REGION 5 alleged herein, and are thus jointly liable therefor.

19 18. All relevant events and transactions alleged herein occurred within Region 5.

20 **CLASS ACTION ALLEGATIONS**

21 19. Plaintiffs bring this action as a class action pursuant to Rule 23 (a) and (b) of the
22 Federal Rules of Civil Procedure on behalf of themselves and all those similarly situated. The
23 plaintiff class is composed of all permanent Hispanic employees of Defendant REGION 5 who
24 have applied for and not been selected for a Region 5 position based on race or national origin,
25 or have been subjected to retaliation because of their involvement in civil rights activities. The
26 class also includes former permanent Hispanic employees who have formal equal employment
27
28

1 opportunity (“EEO”) complaints, based on non-selection because of race, national origin, or
2 retaliation, currently pending before Defendants.

3 20. Plaintiffs are informed and believe and thereon allege that the plaintiff class is
4 sufficiently numerous and geographically dispersed such that joinder is impracticable.

5 21. The claims of the Plaintiffs are typical of the claims of the members of the
6 plaintiff class.

7 22. Plaintiffs will fairly and adequately protect the interests of the plaintiff class. The
8 named Plaintiffs have no interest which is now or may be potentially antagonistic to the interests
9 of the plaintiff class. The attorneys representing the Plaintiffs and the plaintiff class have
10 substantial experience in litigating federal and state law claims of employment discrimination.

11 23. Defendants have acted on grounds generally applicable to the Plaintiffs and the
12 plaintiff class, thereby making appropriate final injunctive relief and corresponding declaratory
13 relief with respect to the plaintiff class as a whole.

14 24. Questions of law and fact common to the members of the plaintiff class
15 predominate over any questions affecting only individual members, and a class action is superior
16 to other available methods for the fair and efficient adjudication of the controversy.

17 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

18 25. All conditions precedent to jurisdiction pursuant to Title VII have been satisfied
19 by plaintiffs. Plaintiffs timely filed charges of discrimination with Defendant UNITED STATES
20 DEPARTMENT OF AGRICULTURE on their claims of discrimination and on their claims of
21 non-compliance with the Agreement more than 180 days prior to the institution of this action,
22 and this action is timely filed.

23 26. Plaintiffs filed a motion for reconsideration on their appeal to the EEOC on their
24 claim of non-compliance with the Agreement more than 180 days prior to the institution of this
25 action.

26 27. On or about June 26, 2002 the Parties entered into a Settlement Agreement
27 regarding the class claims in this action. (Exhibit 1) The Settlement Agreement provides that the
28

1 Agency must increase representation of Hispanics in the Region 5 work force. The Settlement
2 Agreement also provided a claims resolution process to mediation Equal Employment
3 Opportunity (hereinafter "EEO") complaints which were outstanding at the time of the signing of
4 the Settlement Agreement.

5 28. Section III (A)(1) of the Settlement Agreement provides that any class members,
6 including named-plaintiffs, who had pending formal EEO and individual complaints of non-
7 selection based upon race or national origin, or retaliation with respect to this complaint would
8 be afforded the opportunity to participate in mediation. Unresolved complaints that were the
9 subject of unsuccessful mediations were to continue to be processed under normal EEO
10 procedures.

11 29. At the time that the time the Settlement Agreement was entered into, named-
12 plaintiff Peggy Hernandez had three pending EEO complaints, which were alleged in this lawsuit
13 and upon which her named-plaintiff capacity was based as set forth in paragraphs 10, 38 and
14 others of this class complaint.

15 30. On or about August 25, 2003, named-plaintiff Hernandez participated in a
16 mediation pursuant to Section III of the Settlement Agreement. Of all those requesting
17 mediation pursuant to Section III, Hernandez was the only named plaintiff and class
18 representative.

19 31. Class Counsel and the Agency made further attempts to resolve named-plaintiff
20 Hernandez's claims during a meeting on or about February 19, 2004. This meeting was
21 unsuccessful. On or about February 19, 2004, the Agency issued a Best and Final Offer
22 (hereinafter "BAFO") pursuant to Section III (A)(4) of the Settlement Agreement. The BAFO
23 remained open until March 5, 2004. Named-plaintiff Hernandez declined the BAFO.

24 32. Since the Parties have not successfully resolved Ms. Hernandez's individual
25 claims, she requests moves to amend her complaint.

26 33. Plaintiff HERNANDEZ has filed at three timely formal Equal Employment
27 Opportunity complaints, including Complaint Numbers # 000878, 010553 and 010762,
28

1 regarding the facts described below. Ms. Hernandez never received a Final Agency Decision for
2 regarding 00878, but she filed this present class action in October, 2001 which was more than
3 180 days after she filed her EEO Complaint.

4 34. Plaintiff HERNANDEZ's complaints numbers 010553 and 010762 were
5 combined for investigation. On July 31, 2002, Plaintiff received a letter informing her that she
6 could either request hearing, file in federal court or that the Agency would issue a Final Agency
7 Decision. The Agency never issued a Final Agency Decision. Since no decision was ever issued
8 by the Agency, this Complaint is timely filed. In addition, the allegations in this EEO complaint
9 were already part of this lawsuit filed October 2001.

10 **GENERAL ALLEGATIONS**

11 35. At all times relevant herein, Plaintiffs were employed by Defendant REGION 5.

12 36. On December 16, 1988, the RHWG and a number of individual Plaintiffs as class
13 agents filed a class action administrative complaint against Defendant REGION 5, alleging that
14 its hiring and promotional practices discriminated against Hispanic employees.

15 37. On March 30, 1990, the RHWG and class agents entered into the "Hispanic
16 Resolution Agreement" ("Agreement"), wherein Defendant REGION 5 agreed to implement
17 procedures and policies necessary to achieve the goal of the Agreement, which was that of
18 attaining a Region-wide Hispanic workforce at parity with Hispanic representation in the
19 applicable California civilian labor force.

20 38. At the signing of the Agreement, the Hispanic share of Region 5's employee
21 workforce was approximately 7% Region-wide. The 1990 Hispanic share of the California
22 civilian labor force was approximately 24%.

23 39. In the four years after the signing of the Agreement, however, Hispanic
24 representation within Region 5 failed to rise more than one percent above its level at the time of
25 the signing of the Agreement. For example:

1 a. Although the Agreement required 95% Hispanic workforce parity in each
2 of the five general job categories -- professional, administrative, technical, clerical, and
3 “other” -- parity was achieved in *none* of those categories.

4 b. Although the Agreement required 90% parity in job series containing 50
5 or more employees, the Region failed to reach this goal in 23 out of 25 such series. In
6 many series, Hispanic representation actually *decreased* under the Agreement.

7 c. Although the Agreement required 85% parity in 28 particular job grades
8 targeted by the parties for improvement, the Region failed to reach this goal in fully 26 of
9 them.

10 d. Although the Agreement targeted specific decision-making positions for
11 increase Hispanic representation, there was, overall, *no improvement whatever* as far as
12 they were concerned.

13 40. By their own admission, and as the above statistics reflect, Defendants
14 systematically failed to recruit, hire, or promote Hispanic employees in sufficient numbers to
15 comply with their obligations under the Agreement. For example:

16 a. Defendant REGION 5’s own monitoring reports concerning the
17 implementation of the Agreement in its forests variously characterized their progress in
18 meeting the parity goals as “insufficient”; predicted that “the Region will fall steadily
19 behind in its attempts to reach [its goal of workforce parity]”; conceded that “few
20 Hispanic employees are receiving promotions”; and noted that “[t]here is a lack of
21 commitment, education, and awareness of the Hispanic Program on some forests.”

22 b. Defendant REGION 5’s Federal Affirmative Employment Program Plan
23 observed that “[c]urrent recruitment and placement efforts [regarding Hispanics] are
24 ineffective, inefficient and inconsistent”; and also stated that regional compliance efforts
25 were hobbled by “inadequate program structure due to a lack of emphasis by managers
26 and first line supervisors on Civil Rights workload.”

1 c. Declaration evidence submitted in connection with EEOC administrative
2 proceedings in this matter revealed significant and overt discriminatory animus and
3 resistance toward compliance efforts.

4 41. Moreover, since the signing of the Agreement, Defendants engaged in a pattern
5 and practice of retaliatory conduct against Hispanic employees who sought to enforce the terms
6 of the Agreement through activities conducted as members of the RHWG. For example:

7 a. A 1992 report commissioned by the Forest Service to investigate claims of
8 discriminatory retaliation by RHWG members found: 1) a pattern of backlash due to
9 activism in the Hispanic Employment Program; 2) reprisal against Hispanics, such as
10 downgraded performance ratings and the initiation of adverse employment actions; 3)
11 non-selection of highly qualified Hispanics; 4) Hispanics being placed on “unfunded”
12 lists; and 5) Hispanics being subjected to disparate and unfair treatment.

13 b. Several Region 5 forests reported to regional management that “Hispanic
14 employees continue to be harassed by others based on ethnic origin,” and found that
15 “hostile work environments” existed in the Region, including in the Mendocino and El
16 Dorado National Forests.

17 c. Declaration evidence submitted in connection with EEOC administrative
18 proceedings in this matter revealed numerous instances of disparate treatment against
19 Hispanics with respect to assignments, poor performance ratings and unjustified
20 disciplinary proceedings, as well as harassment in the form of ethnic slurs and ridicule,
21 against Hispanics, particularly against those active in civil rights causes.

22 42. On May 18, 1993, Plaintiffs MICHAEL BRIONEZ, PEGGY HERNANDEZ,
23 MARIA HERNANDEZ, and ALAN GALLEGOS, on behalf of the class of similarly situated
24 Hispanic employees of Defendant REGION 5, and organizational plaintiff RHWG, filed an
25 administrative complaint with Defendant UNITED STATES DEPARTMENT OF
26 AGRICULTURE alleging Defendant REGION 5’s non-compliance with the Agreement.

1 43. On May 10, 1994, Defendant UNITED STATES DEPARTMENT OF
2 AGRICULTURE issued its finding of compliance by Defendant REGION 5 with the Agreement,
3 and Plaintiffs timely appealed therefrom to the Equal Employment Opportunity Commission
4 (“EEOC”).

5 44. On April 6, 1996, the EEOC found that Defendant REGION 5’s excuse for non-
6 compliance was insufficient, and ordered Defendant UNITED STATES DEPARTMENT OF
7 AGRICULTURE to reinstate Plaintiffs’ original complaint. Plaintiffs timely filed a motion for
8 reconsideration of remedy, and Defendant REGION 5 filed a motion for reconsideration of the
9 EEOC decision in its entirety.

10 45. On October 5, 1999, the EEOC issued a decision in favor of Defendant REGION
11 5. Plaintiffs timely filed a motion for reconsideration therefrom. On July 19, 2001, the EEOC
12 denied Plaintiffs’ motion for reconsideration.

13 46. In July 2000, Plaintiff PEGGY HERNANDEZ was discriminated against by
14 Defendant REGION 5 on the basis of her national origin and unlawful retaliation when she was
15 not selected for the position of Forest Supervisor, Angeles National Forest in Region 5, a
16 position for which she was qualified and for which she applied.

17 47. In 2001, PEGGY HERNANDEZ was denied reassignment to Region 5 and to the
18 Pacific Crest Trail Manager Position. Other individuals who were not Hispanic or had not filed
19 EEO complaints were permitted to transfer to Region 5.

20 48. In 2001, Although PEGGY HERNANDEZ was qualified, she was not selected for
21 a Assistant Director of the Cooperative Fire, for Region 5. HERNANDEZ was not selected due
22 to discrimination and retaliation.

23 49. Defendant REGION 5 discriminated against Plaintiff PEGGY HERNANDEZ on
24 the basis of her national origin and retaliated against her because of her prior EEO activity.

25
26 **ALLEGATIONS OF PEGGY HERNANDEZ**
27
28

1 50. HERNANDEZ has been an employee of the Forest Service since 1980. She is an
2 Executive Group member of the Regional Hispanic Working Group (RHWG), and has held that
3 position since the Group's inception in the mid 1980's. The role of the RHWG is to monitor
4 progress in implementing the settlement agreements between the RHWG and the Forest Service.

5 51. Plaintiff HERNANDEZ was a signatory to the Hispanic Resolution Agreement
6 (HRA), a settlement agreement entered into between the Forest Service, Region 5 and the
7 RHWG, whereby it was Region 5's intention to undertake and continue specific measures
8 designed to eliminate the under-representation of all groups, including Hispanics, from the R5
9 workforce. The HRA was in effect from March 30, 1990 until April, 1994.

10 52. HERNANDEZ is a signatory to the Hispanic Settlement Agreement, a settlement
11 agreement entered into by the RHWG and the Forest Service in June, 2003, with an effective
12 date of December, 2003. The monitoring and enforcement of that agreement was the subject of
13 regular and numerous communications between the Region and Ms. Hernandez concerning the
14 Region's failure to make any progress in reaching work force parity.

15 53. As a member of the RHWG, HERNANDEZ has actively monitored the Region's
16 compliance with the HSA and has made a concerted effort to assist the Region with its
17 implementation of the Agreement provisions.

18 54. From March, 2000 to the summer of 2001, HERNANDEZ made several efforts to
19 relocate to Region 5. She applied and was not selected for the following positions:

20 **Angeles National Forest, Forest Supervisor, GS-340-15.** HERNANDEZ was rated
21 among the best qualified and her name was referred to the selecting official. A white female
22 was selected.

23 **Deputy Regional Forester, Resources, GS-340-15.** HERNANDEZ was rated among the
24 best qualified and her name was referred to the selecting official. A white male was selected.

25 **Director, State and Private Forestry, GS-340-15.** HERNANDEZ was rated among the
26 best qualified and her name was referred to the selecting official. A white female was
27 selected.
28

1 **Deputy Regional Forester, State and Private Forestry, GS-340-15.** HERNANDEZ was
 2 rated among the best qualified and her name was referred to the selecting official. A white
 3 male was selected.

4 **Forest Supervisor, Sierra and Sequoia National Forests, GS-340-15.** HERNANDEZ was
 5 rated among the best qualified and her name was referred to the selecting official. The
 6 incumbents, both white males, were selected.

7 **Assistant Director, Cooperative Fire, GS-401-13.** HERNANDEZ was not formally
 8 notified of her qualifications for the position. A white male was selected.

9 **Pacific Crest Trail Manager, GS-401-13.** HERNANDEZ was not formally notified of her
 10 qualifications for this position. However, HERNANDEZ was advised by the Recreation
 11 Director, John Shilling, that she was the preferred candidate. The position was never offered
 12 to HERNANDEZ. A white male was selected.

13 55. From March 2000 to the summer of 2001, HERNANDEZ also requested
 14 placement assistance through reassignment or detail to Region 5. HERNANDEZ requested
 15 reassignment to the then vacant Regional Forester Liaison position, GS-14 (her grade level at the
 16 time), located in Sacramento, CA. HERNANDEZ's requests for reassignment to the Liaison
 17 position were denied because then Regional Forester Brad Powell said that when he reassigned
 18 employees, it resulted in complaints being filed. Powell stated that there just weren't many
 19 opportunities for reassignment in Region 5. During this same time period, Powell reassigned
 20 several other employees into vacant positions, including:

21 Jim Fenwood, reassigned to Forest Supervisor, Mendocino NF from Washington Office. Wife is
 22 Laurie Fenwood, then Director, Ecosystem Management, presently Enterprise Team Director.
 23 These two individuals are a white male and female.

24 Brent Handley, reassigned to Director, Lands and Minerals, Regional Office and wife Jayne
 25 Handley, reassigned to newly created position in Information Management, from Washington
 26 Office. These two individuals are a white male and female

27 Janice Gauthier, reassigned to Regional Forester Assistant position, newly created position in the
 28 Regional Forester's staff, GS-301-13. This individual is a white female.

29 56. During this same time period, HERNANDEZ was on the Regional Hispanic
 30 Working Group Executive Board, and was one of the principal negotiators of the Hispanic
 31 Resolution Agreement.

1 57. In August, 2004, HERNANDEZ participated in mediation of her then pending
2 EEO complaints as outlined in the HSA. A Best and Final Offer (BAFO) was made in April,
3 2004, and was rejected.

4 58. In August 2003, HERNANDEZ applied to the Regional Recreation Director
5 position, GS-401-15. HERNANDEZ was rated among the best qualified and her name was
6 referred to the selecting official. A white female was selected.

7
8
9
10 **APPROPRIATENESS OF EQUITABLE RELIEF**

11 59. Plaintiffs and the class they represent do not have a plain, adequate, or complete
12 remedy at law. Injunctive relief including, but not limited to, an order enjoining Defendants
13 from future such discriminatory actions is a therefore appropriate and necessary to effectuate the
14 purposes of Title VII.

15 **CLAIM FOR RELIEF**
16 **[Discrimination Because of National Origin - Title VII]**

17 60. Plaintiffs refer to and incorporate herein by reference the allegations contained in
18 Paragraphs 1 through 39.

19 61. Defendants' use of the policies and practices complained of herein, including but
20 not limited to their non-selection, harassment, retaliation, and other adverse employment actions
21 against Plaintiffs, constituted unlawful discrimination in employment on the basis of national
22 origin in violation of Title VII.

23 62. As a direct and proximate result of the above-described actions of Defendants,
24 Plaintiffs were not selected for positions for which they were qualified, and suffered a loss of
25 wages.

1 63. As a further direct and proximate result of the above-described actions of
2 Defendants, Plaintiffs have suffered and/or continue to suffer emotional distress, humiliation and
3 dignitary harms, and other injuries.

4 64. Defendants undertook the above-described actions willfully and with disregard
5 for Plaintiffs' rights under Title VII.

6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

9 1. For an injunction restraining Defendants and their officers, agents, directors,
10 successors, employees, attorneys, or representatives from further violations of Title VII,
11 including but not limited to enjoining Defendants from the use of policies and practices such as
12 those complained of herein, and requiring the establishment of appropriate and effective means
13 to prevent future such violations;

14 2. For an order requiring Defendants to make offers of selection to Plaintiffs to
15 positions substantially comparable to those for which they were non-selected, with full
16 retroactive salary, benefits, and seniority;

17 3. For an injunction enforcing the terms of the March 30, 1990 Hispanic Resolution
18 Agreement or, in the alternative, incorporating the goals contained in that Agreement;

19 4. For an award of back pay, in amounts according to proof;

20 5. For an award of compensatory damages, in amounts according to proof;

21 6. For an award of punitive damages, in amounts according to proof;

22 7. For Plaintiffs' reasonable attorneys' fees and costs of suit; and

23 8. For such other and further relief which this Court deems just, equitable, and
24 proper.

1 Dated: October 22, 2001

Respectfully submitted,

2 Denise M. Hulett (No. 121553)
3 MEXICAN AMERICAN LEGAL DEFENSE AND
4 EDUCATIONAL FUND
5 931 Cole Street, No. 381
6 San Francisco, CA 94117
7 Telephone: (415) 504-6901
8 Facsimile: (415) 504-8901 (fax)

9 Robert E. Borton (No. 53191)
10 Cal G. Gonzales (No. 166540)
11 HELLER EHRMAN WHITE & McAULIFFE LLP
12 333 Bush Street
13 San Francisco, CA 94104-2878
14 Telephone: (415) 772-6000
15 Facsimile: (415) 772-6268

16 Christopher Ho, Senior Staff Attorney (No. 129845)
17 THE LEGAL AID SOCIETY – EMPLOYMENT
18 LAW CENTER
19 1663 Mission Street, Suite 400
20 San Francisco, California 94103-2449
21 Telephone: (415) 864-8848 [x255]
22 Facsimile: (415) 864-8199

23 Lisa Duarte (No. 169750)
24 MINAMI, LEW & TAMAKI LLP
25 360 Post Street, 8th Floor
26 San Francisco, CA 94108
27 Telephone: (415) 788-9000
28 Facsimile: (415) 398-3887
Email: ld@mlts.com

By: _____
DENISE HULETT

Attorneys for Plaintiffs

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28